19TH SALE.

ROUNDHAY PARK ESTATE.

PARTICULARS, PLANS,

AND

SPECIAL CONDITIONS OF SALE,

OF THE CELEBRATED

CANAL GARDENS,

A CAPITAL HOMESTEAD,

AND

38 IMPORTANT BUILDING SITES,

Forming the Second Portion of the Surplus Land not required for Park purposes, and which, by order of the TOWN COUNCIL OF LEEDS.

MESSRS. HEPPER & SONS,

WILL

SELL BY AUCTION,

IN THE

QUEEN'S HOTEL, LEEDS.

AT THREE O'CLOCK, PRECISELY

ON THURSDAY, SEPTEMBER 21ST, 1876,

SUBJECT TO CONDITIONS TO BE THEN PRODUCED.

Copies of these Particulars may be had of MESSRS. HEPPER, East Parade; MR. A. W. MORANT, Borough Engineer, or of

CAPEL A. CURWOOD

TOWN CLERK, LEEDS.

PARTICULARS.

N.B.—Purchasers may pay the usual deposit of 10 per cent., and the balance at the time of completion of contract of sale; or they may pay down a deposit of 20 per cent. at the time of purchase, and the balance with 4½ per cent. yearly interest thereon at any time within ten years, without the usual costs of a mortgage

LOT 1.

The unique and charming Residential Property, popularly termed

THE CANAL GARDENS,

With the Buildings thereon, situate on the westerly side of Roundhay Park, and containing the large area of 35,960 square yards.

The property has a gentle slope to the south, and is enclosed and fully protected from public observation by high stone walls partially covered with choice fruit trees, and is adorned by fine plantations of ornamental timber and rare shrubs of magnificent growth.

The lot is intersected at its widest part by a miniature canal, 420 feet long by 33 feet broad, crossed at each end by dwarf rustic bridges, of three arches, and forming, in conjunction with its sloping floral banks, adjacent lawn and beautiful shrubberies, a fine example of landscape art.

The gardens are in two divisions, separated by a lofty and substantial fruit wall; the upper division, measuring 260 feet by 170 feet, being a productive kitchen garden stocked with peaches, nectarines, apricots, cherries, plums, pears, and apples of various choice kinds; and the lower one containing the canal, a Cedrus Deodara 27 feet high, an Araucaria Imbricata 34 feet high (admitted to be one of the finest in Yorkshire), a bank of magnificent Rhododendrons, and numerous American shrubs of fine growth and good varieties.

THE BUILDINGS

Comprise a capital lodge on the south, containing two rooms, pantry, and three bedrooms, and having an abundant supply of soft and spring water; the "Ivy Cottage" on the north-east; a dwelling-house adjoining the kitchen garden, and containing three rooms and pantry on the ground floor, and three bedrooms; a range of tool and firing sheds with store room over the centre; joiners' and blacksmiths' shops; a vinery 100 feet long in three divisions, each heated separately, and filled with black Hambro' and other vines in full bearing; and an arbour over one end of the canal.

NOTE.—All plants (except vines) in the Greenhouse, all flowering plants, roses and small flowering shrubs, the large stage in the Greenhouse, and the three potting frames will be removed by the Vendors.

TWENTY-TWO VILLA SITES, VIZ.:

LOT 2.

A Villa Site containing 7,588 square yards with 360 feet frontage to Prince's Avenue, adjoining the intended principal entrance to the Park.

LOT 3.

A Villa Site containing 8,634 square yards with 313 feet frontage toPark road.

LOT 4.

A Villa Site containing 6,985 square yards with 308 feet frontage to Prince's Avenue.

LOT 5.

A Villa Site containing 7,817 square yards with 326 feet frontage to Park Road.

LOT 6.

A Villa Site containing 7,654 square yards with 306 feet frontage to Prince's Avenue.

LOT 7.

A Villa Site containing 8,785 square yards with 348 feet frontage to Connaught Road.

LOT 8.

A Villa Site containing 8,808 square yards with 329 feet frontage to Connaught Road, and 500 feet frontage to Park Road.

LOT 9.

A Villa Site containing 6,960 square yards with 280 feet frontage to Prince's Avenue.

LOT 10.

A Villa Site containing 7,628 square yards with 280 feet frontage to Connaught Road.

LOT 11.

A Villa Site containing 6,972 square yards with 280 feet frontage to Connaught Road.

LOT 12.

A Villa Site containing 8,016 square yards with 388 feet frontage to Park Road.

LOT 13.

A Villa Site containing 7,305 square yards with 293 feet frontage to Prince's Avenue.

LOT 14.

A Villa Site containing 8,391 square yards with 300 feet frontage to Connaught Road.

LOT 15.

A Villa Site containing 9,530 square yards with 300 feet frontage to Connaught Road.

LOT 16.

A Villa Site containing 9,722 square yards with 292 feet frontage to Park Road.

LOT 17.

A Villa Site containing 7,895 square yards with 306 feet frontage to Prince's Avenue.

LOT 18.

A Villa Site containing 8,846 square yards with 300 feet frontage to Connaught Road.

LOT 19.

A Villa Site containing 9,141 square yards with 300 feet frontage to Connaught Road.

LOT 20.

A Villa Site containing 9,045 Square yards with 272 feet frontage to Park Road.

LOT 21.

A Villa Site containing 8,460 square yards with 300 feet frontage to Prince's Avenue.

LOT 22.

A Villa Site containing 8,656 square yards with 300 feet frontage to Connaught Road.

LOT 23.

The VILLA SITE with the buildings thereon, known as "HARTLEY'S HOMESTEAD," having a frontage of 342 feet to Park Road, and containing an area of about 10,756 square yards.

THE BUILDINGS comprise a good dwelling-house containing drawing, dining, and breakfast rooms, two kitchens and pantry on the ground floor; four bedrooms, store-rooms, &c., on the first floor, and good cellarage; and capital farm buildings consisting of accommodation for twenty cows and thirteen horses, a barn with thrashing machine and horse race, cart shed, calf house, granary, hay chamber, open feeding shed, two piggeries, &c., grouped round a spacious fold yard, near which is a cottage.

SIXTEEN VALUABLE VILLA SITES, VIZ.:

LOT 24.

A Villa Site containing 9,936 square yards with 300 feet frontage to Connaught Road.

LOT 25.

A Villa Site containing 8,664 square yards with 306 feet frontage to Prince's Avenue.

LOT 26.

A Villa Site containing 8,974 square yards with 310 feet frontage to Connaught Road.

LOT 27.

A Villa Site containing 9,633 square yards with 310 feet frontage to Connaught Road.

LOT 28.

A Villa Site containing 9,980 square yards with 324 feet frontage to Park Road.

LOT 29.

A Villa Site containing 7,505 square yards with 344 feet frontage to Prince's Avenue.

LOT 30.

A Villa Site containing 7,843 square yards with 310 feet frontage to Connaught Road.

LOT 31.

A Villa Site containing 8,652 square yards with 310 feet frontage to Connaught Road.

LOT 32.

A Villa Site containing 8,315 square yards with 296 feet frontage to Park Road.

LOT 33.

A Villa Site containing 10,345 square yards with 482 feet frontage to Prince's Avenue. and to Connaught Road of 400 feet.

LOT 34.

A Villa Site containing 7,540 square yards with 270 feet frontage to Connaught Road.

LOT 35.

A Villa Site containing 7,130 square yards with 270 feet frontage Park Road.

LOT 36.

A Villa Site containing 8,005 square yards with 316 feet frontage to Connaught Road

LOT 37.

A Villa Site containing 7,528 square yards with 295 feet frontage to Park Road.

LOT 38.

A Villa Site containing 4,890 square yards with 254 feet frontage to Prince's Avenue.

LOT 39.

A Villa Site containing 6,131 square yards with 283 feet frontage to Park Road.

LOT 40.

A Villa Site containing 11,682 square yards with 456 feet frontage to Prince's Avenue.

Almost the whole of the Sites have the command of views over some of the finest of the Park scenery, as well as over a great extent of the charming country by which it is surrounded.

The Lots are laid out so as to preserve all the fine standing timber, and enable the purchasers to avail themselves fully of the natural advantages which the sites offer for artistic gardening and fine landscape effects.

As every Lot will abut upon a principal road, the necessity for joint back roads will be obviated, and much expense saved in the erection of fences.

INSERT #1

INSERT #2

SPECIAL CONDITIONS.

1.—The Vendors reserve to themselves the right to stop up or vary the direction of any road shown on the Plan, or to alter the shape or dimensions of any unsold Lot, providing that by such alteration or stoppage they do not interfere with the due access of any purchaser to his Lot.

2.—The road marked on the Plan "Prince's Avenue," 50 feet in width adjoining the Park is not sold with nor included in the quantities of the lots abutting upon it, but such road shall be made by the Vendors at the cost of the Purchasers, in the proportions shewn by the dotted lines on the Sale Plan, and the Vendors will for ever after keep such road in repair.

3.—The roads marked "Connaught Road" and "Park Road" on the Plan are included in the quantities stated, and shall be made or widened as the case may require by the Vendors at the cost of the several Purchasers of the Lots abutting upon such roads, in proportion to the frontages shewn upon the Sale Plan, and the several purchasers shall thereafter maintain such roads in the like proportions.

4.—The roads aforesaid shall be made at such levels, in such manner and of such materials as the Borough Engineer for the time being shall direct.

5.—The Vendors reserve to themselves, their successors, and assigns, and to their present or future grantees, rights of road for all purposes over the roads called "Prince's Avenue," Connaught Road," and "Park Road," shewn on the Sale Plan, and rights of sewerage thereunder, as well in respect of the whole of their Estate, as of such other Estates as they and their successors and assigns of this privilege may grant over or under the said roads.

6.—Each of the Lots marked on the Sale Plan is sold subject to the reservation of a right of drainage for the Vendors, their successors and assigns, and for their present and future grantees, and a right to enter, inspect, and when necessary to open, cleanse, renew, repair, and maintain such drains.

7.—No buildings except private dwelling-houses, with the necessary outbuildings thereto respectively, shall be erected on any of the Lots, nor shall any building be erected beyond the frontage line or lines marked "Building Line" upon the Lithographed Plan except as hereafter expressed, (and all houses must front towards the building line shewn on the respective Lots) without the consent in writing of the Vendors, their successors or assigns, and before any dwelling-house is commenced a design shall be submitted to the Vendors for their approval, and the said dwelling-house shall be erected in such a position, of such height, and according to such design as to the elevation thereof, as the Vendors shall require.

8.—The space in each lot between the "Building Line" and the road shall not be used for any other purpose than pleasure gardens or shrubberies, without the consent in writing of the Vendors, their successors or assigns, whose consent, however, shall be given for the erection of a lodge on such space, not exceeding one story in height.

9.—No dwelling-house when erected shall at any time be used for any purpose other than as a private-dwelling-house.

10.—The external walls of all buildings which may be erected on any Lot shall be built of stone.

11.—Such of the buildings now standing upon Lot 23 as do not project beyond the building line will be allowed to remain, but should they be pulled down, the Purchaser of this Lot will be subject to the same conditions as Lots 20 and 28. The buildings now standing on Lot 23 between the Building Line and the road shall be removed by the Purchaser within three months after a notice from the Vendors or their Surveyors requiring such removal.

12.—Upon Lots 12, 16, 20, 28, 32, 35, 37, and 39, may be erected one or two villas, at a minimun cost of £1,000 each, or a pair of semi-detached villas at a minimum cost of £1,800 the pair, or a terrace of three adjoining houses at an aggregate minimum cost of £2,400 for the three.

13.—Upon Lots 3, 5, 7, 8, 10, 11, 14, 15, 18, 19, 22, 24, 26, 27, 30, 31, and 34, may be erected one or two villas at a minimum cost of £1,400 each, or a pair of semi-detached villas at a minimum cost of £2,200 the pair, or a terrace of three adjoining houses at a minimun cost of £3,000 the three.

14.—Upon Lots 2, 4, 6, 9, 13, 17, 21, 25, 29, 33, 36, and 38 inclusive, one or two villas, at a minimum cost of £1,600 each, or a pair of semi-detached villas at a minimum cost of £2,500.

15.—The Purchaser of Lot 1 may not erect upon it more than six detached, or four pairs of semi-detached houses with suitable outbuildings: the cost of the detached houses to be not less than £1,600 each, and of the semi-detached houses not less than £2,500 the pair.

16—Upon Lot 40 a pair of semi-detached villas shall be erected, at a minimum cost of £2,000, one house to front to Prince's Avenue and the other to Park Road.

17.—The minimum cost of buildings referred to in these Conditions signifies the cost of the dwelling-house or houses, exclusive of the cost of lodges, stables, and other outbuildings and fences.

18.—No Lot shall at any time be used as a burial ground or cemetery, and no bricks or tiles shall be made or burnt, nor any noisy or offensive trade carried on in any of the Lots, and no steam engine shall be erected on any Lot, nor shall any part of Lot 1 be used as a place of public refreshment or entertainment.

19.—The lengths of the several frontages, as stated on the Sale Plan, shall be assumed to be correct, and upon them the several proportions of the expense of constructing the roads hereinbefore referred to shall depend.

20.—The timber growing on the Lots will be included in the purchase price of the Lots.

21.—No Purchaser shall foul, injure, destroy or divert the springs of water rising and flowing in or over any of the Lots; and every Purchaser shall permit the same springs to flow and run as they hitherto have done, unless the Vendors, their successors or assigns, shall, in writing, permit such springs to be altered or diverted.

22—Each Purchaser shall forthwith fence off his Lot at his own expense, but when the adjoining Lot is sold and the ⊤ mark on the sale plan is within such adjoining Lot, then the Purchaser of the Lot containing the ⊤ mark shall make the fences so marked within such Lot, and such fences when not adjoining any existing or proposed road, or upon so much of the line of division from adjoining Lots as lies between the building line and the roads adjoining such Lots, shall consist either of quickwood fences, or hedges, or of walls, and such fences when adjoining any existing or proposed front roads, and also upon so much of the line of division from adjoining Lots as lies between the building line and the roads adjoining such Lots, shall consist of dwarf stone walls not exceeding three feet in height including copings with iron palisading and gates, and of such pattern and such dimensions as are shewn upon a drawing to be seen at the Borough Engineer's Office, and which drawing will be produced at the sale, unless the

Vendors, their successors or assigns shall consent in writing to a variation in the plan of such fences. And such fences when erected, shall at all times be maintained in the aforesaid positions, and shall not be removed without such consent as aforesaid, and shall at all times be maintained in good order and repair by and at the expense of the Purchasers respectively required to erect the same as aforesaid.

23—Each Purchaser shall pay for any exceptional damage or injury which may be caused by the erection of any Building upon his Lot or Lots, to any of the roads or footways, and such damage or injury shall be assessed by the Surveyor for the time being of the Vendors, their successors or assigns.

24.—The respective Lots are sold subject to the general Conditions of sale, to be produced and read at the time of Sale, and proper reservations, covenants, and provisions shall be inserted in the conveyance to the respective Purchasers for the purpose of carrying the special and general conditions into effect.

25.—Instead of complying with the fourth of the general conditions, each or any Purchaser may at his option, to be declared at the time of signing the Contract, pay a deposit of £20 per centum upon the purchase money into the hands of the Borough Treasurer, and shall sign an agreement to complete his purchase according to these and the general conditions (except such fourth condition), at any time within ten years from the day of sale, paying interest on the unpaid balance of his purchase money at the rate of £4 10s. per centum per annum, by equal half-yearly payments from the day the Vendors give possession of the said Lot, until the day when he shall pay such balance, whether such payment shall be made within or after the expiration of the said ten years, but without prejudice to the Vendors' right to enforce such payment after such expiration.

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ROUNDHAY PARK ESTATE.

PARTICULARS, PLANS,

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SPECIAL CONDITIONS OF SALE

OF THE CELEBRATED

CANAL GARDENS,

A CAPITAL HOMESTEAD,

AND

38 IMPORTANT BUILDING SITES,

Forming the Second Portion of the Surplus Land not required for Park purposes, and which, by order of the Town Council of Leeds,

MESSRS. HEPPER & SONS,

WILL

SELL BY AUCTION,

IN THE

QUEEN'S HOTEL, LEEDS,

At Three o'clock precisely,

On THURSDAY, SEPTEMBER 21st, 1876,

Subject to Conditions to be then produced.

Copies of these Particulars may be had of Messrs. HEPPER, East Parade; Mr. A. W. MORANT, Borough Engineer, or of

CAPEL. A. CURWOOD,
Town Clerk, Leeds.

Charles Goodall, Printer, Cookridge St[illegible] Leeds.